

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

SUPERFLEX, Ltd.,

Plaintiff,

v.

HUBBELL INCORPORATED,

Defendant.

Civil Action No. 1:16-cv-5904

COMPLAINT

Jury Trial Demanded

Plaintiff SUPERFLEX, LTD. ("Superflex"), for its Complaint against defendant HUBBELL INCORPORATED ("Hubbell"), alleges that:

NATURE OF ACTION

1. This is an action for a declaratory judgment of non-infringement and invalidity of patent under 28 U.S.C. §2201.

JURISDICTION AND VENUE

2. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§1331, 1338(a), and 2201.

3. Venue is proper within this judicial district under 28 U.S.C. U.S.C. §1391.

4. Superflex is a corporation organized and existing under the laws of the State of New York, having a place of business located at 152 44th Street, Brooklyn, New York 11232.

5. Upon information and belief, Hubbell is a corporation organized and existing under the laws of Connecticut, having a principal place of business located at 40 Waterview Drive, Shelton, Connecticut 06484.

6. Upon information and belief, Hubbell transacts substantial business in the State of New York, including in this judicial district, has contracted to supply goods in the State of New York, and is otherwise subject to the personal jurisdiction of this Court.

COUNT I

(Declaratory Judgment of Non-Infringement of Patents)

7. Superflex hereby repeats and re-alleges paragraphs 1 through 6 above as if fully set forth herein.

8. Hubbell claims to be the owner of U.S. Patent No. 7.439,444 ("the '444 patent").

9. On or about August 3, 2016, Hubbell sent a letter, through its counsel, to Superflex, alleging that its SEALPROOF 1GWIUXD electrical device cover infringes at least claims 1 and 2 of the '444 patent. In the letter, Hubbell demanded that Superflex cease and desist from selling, offering for sale, advertising, distributing, making, using, and/or importing the SEALPROOF 1GWIUXD product line.

10. On or about September 6, 2016, Superflex, through its counsel, wrote to Hubbell's counsel asserting that its SEALPROOF 1GWIUXD electrical device cover does not infringe the '444 patent, and that the '444 patent is invalid.

11. On or about September 29, 2016, Hubbell, through its counsel, responded to Superflex's September 6 letter, repeating its demand that Superflex cease and desist from its sale of the allegedly infringing products.

12. Superflex and its products, including the SEALPROOF 1GWIUXD electrical device cover, do not infringe the '444 patent.

13. Based on the foregoing, an actual case or controversy exists entitling Superflex to a declaratory judgment that it does not infringe, and has not infringed, the '444 patent.

COUNT II

(Declaratory Judgment for Invalidity of the '444 Patent)

14. Superflex hereby repeats and re-alleges paragraphs 1 through 13 above as if fully set forth herein.

15. The '444 patent is invalid for failure to satisfy the statutory requirements of one or more provisions of Title 35 U.S.C. §1, et seq., including, but not limited to §§102, 103, and/or 112.

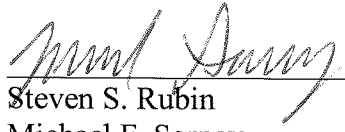
WHEREFORE, Superflex respectfully prays for judgment in its favor and against Hubbell, as follows:

- (a) that Superflex does not infringe the '444 patent;
- (b) that the '444 patent is invalid;
- (c) that Superflex be awarded relief under 28 U.S.C. §2202;
- (d) that Hubbell be enjoined from charging or asserting that Superflex, any of its customers, suppliers, or anyone else, is infringing the '444 patent, by making, using, offering for sale, selling and/or importing any of Superflex's products;
- (e) that attorneys' fees, pursuant to 35 U.S.C. §285, costs and disbursements incurred in connection with the prosecution of this action be awarded to Superflex;
- (f) for such other and further relief as to the Court may seem just, proper and equitable under the circumstances.

Dated: October 24, 2016

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